"Balanced Corpus of Contemporary Written Japanese" License Agreement

[DV Commercial Use (use of statistical information)]

The National Institutes for the Humanities, an Inter-University Research Institute Corporation (hereinafter, the "Licensor"), hereby enters into the following agreement with ______________ (hereinafter, the "Licensee") on the use of the "Balanced Corpus of Contemporary Written Japanese" DVD Ver. 1.1 (hereinafter, the "Written Corpus") owned by the Licensor.

Article 1. License

The Licensor grants the Licensee the license to use the Written Corpus pursuant to the provisions set forth in this Agreement.

Article 2. Attribution of Copyright Rights

Copyright rights associated with the Written Corpus shall be attributable to the Licensor, and copyright rights associated with the data of each individual document recorded in the Written Corpus (hereinafter, the "Sample Data") shall be attributable to the author of said sample (or the successor to said rights).

Article 3. Notification of Usage Details

1. The Licensee will fill in the necessary information, such as its purpose and scope of use of the Written Corpus, in the prescribed application form (hereinafter, the "Application Form") and submit this form to the Licensor prior to the conclusion of this Agreement.

2. The Licensee will promptly notify the Licensor if there has been any change to the matters described in the Application Form. If said changes necessitate the conclusion of a new license agreement, then the Licensor and the Licensee shall enter into a new agreement.

Article 4. Scope of the License

1. The Licensor will allow the Licensee to use the Written Corpus within the following scope under this Agreement

   (1) Purpose of use: The purpose listed in the Application Form.

   (2) In the case of joint use: The use of the Written Corpus by multiple persons in the same laboratory, etc. as a user listed in the Application Form shall be permitted provided the user is able to manage the Written Corpus as the chief administrator within that laboratory.

2. The Licensee must not engage in any of the following acts

   (1) Reproduce, transfer, lend, sell, distribute, screen, publicly transmit or publish the Written Corpus in whole or in part, use the Written Corpus beyond the scope set forth in the preceding paragraph, or violate the copyright rights of the Licensor or third parties. However, the Licensee shall be able to install the Written Corpus on a LAN server for joint use pursuant to item (2) in the preceding paragraph, or reproduce the Written Corpus for the purpose of creating a backup.

   (2) Transfer, lend, sell or otherwise dispose of its standing under this Agreement, or its rights and obligations arising under this Agreement, without the prior written approval of the Licensor.

   (3) Use the Written Corpus and Sample Data to damage the reputation or otherwise infringe upon the rights of third parties.

   (4) Restore and publish information that the Licensor has censored in advance.

   (5) In addition to the preceding items, use the Written Corpus beyond the purpose and scope explicitly
permitted under this Agreement.

3. The Licensor may, when it deems so particularly necessary, demand the Licensee report on its usage of the Written Corpus.

Article 5. Outsourcing

1. The Licensee may contract duties such as the analysis of the Written Corpus to persons other than those listed in the provisions of paragraph 1 (2) of the preceding Article in order to achieve the purpose of use set forth in paragraph 1 (1) of the preceding Article.

2. The Licensee has the responsibility to ensure that any persons contracted to perform duties pursuant to the provisions of the preceding paragraph (hereinafter, "Contractors") comply with the prohibitions set forth in paragraph 2 of the preceding Article, the information management obligations set forth in Article 6, and the matters listed under "effect of the termination of this Agreement" in Article 13.

3. The Licensee must not allow Contractors to subcontract their duties to others.

Article 6. Information Management Obligations

The Licensee will assume responsibility for the management of the Written Corpus, and shall take the following measures to prevent the leakage of Written Corpus information:

1. The Licensee shall strictly manage the Written Corpus (including Sample Data) as well as any backup copies produced pursuant to the proviso set forth in paragraph 2 (1) of Article 4 (hereinafter, "Copies defined in Article 4"), and shall pay close attention to ensure information is not leaked to third parties by, for instance, not accessing the Written Corpus on personal computers on which file-sharing software is installed.

2. The Licensee shall introduce network security systems as far as possible in order to prevent unauthorized access to the Written Corpus (including Sample Data) and Copies defined in Article 4.

3. If the Written Corpus is installed on a LAN server for use in laboratories, etc., the Licensee shall strictly manage the network to ensure persons not listed in the Application Form cannot access the Written Corpus.

4. If this Agreement has been concluded with a single laboratory, then the Licensee shall serve as the chief administrator of the Written Corpus and must ensure users of the Written Corpus in the laboratory comply with the obligations set forth in this Agreement.

Article 7. Publication of Outcomes

1. The Licensee may create and publish outcomes obtained from the use of Sample Data statistical information (frequency information, such as N-gram) provided it does not violate the provisions set forth in Article 4. However, newspaper article Sample Data shall be excluded from Sample Data used in this case.

2. If publishing outcomes pursuant to the provisions of the preceding paragraph, the Licensee will clarify that the outcomes have been obtained from the use of the Written Corpus. It will also submit the outcomes as well as an outline thereof to the Licensor at the same time as publication. If publishing a literary work such as an article, etc., the Licensee will clarify in the text that it has used the Written Corpus. It will also submit a reprint or copy of the work to the Licensor along with written details of the society or publisher, etc. to which the work has been submitted and the publication date.

Article 8. Consideration

The license fee for the Written Corpus under this Agreement shall be 432,000 yen (including tax).

Article 9. Change to Specifications
The Licensor may change the specifications of the Written Corpus without prior notice. The Licensor may also collect the old version of the Written Corpus from the Licensee when distributing a revised version.

Article 10. Disclaimer
The Licensor assumes no liability for any disadvantage or damage to the Licensee or third parties caused by use of the Written Corpus.

Article 11. Cancellation of this Agreement
The Licensor may cancel this Agreement by notifying the Licensee of the same in writing in the event the Licensee is found to have violated the provisions set forth in this Agreement. The provisions set forth in this Article shall not preclude the Licensor from demanding compensation for damages from the Licensee.

Article 12. Term of this Agreement
1. This Agreement shall be valid for a period of two years from the date of its conclusion. However, this Agreement shall be automatically renewed for a further year unless either party hereto notifies the other party in writing of an intent to terminate this Agreement no less than one month prior to the expiration of its term, and the same shall apply thereafter. This shall not apply if this Agreement has been cancelled pursuant to the provisions of the preceding Article.
2. The license fee set forth in Article 8 shall not be applied when this Agreement has been automatically renewed pursuant to the provisions of the preceding paragraph.

Article 13. Effect of the Termination of this Agreement
1. The Licensee must immediately return or destroy the Written Corpus and the Copies defined in Article 4 upon the termination or cancellation of this Agreement.
2. Analysis data shall not be subject to destruction or erasure pursuant to the provisions of the preceding paragraph. It should be noted that the Licensee may not restore its analysis data to the original material for re-use.
3. If this Agreement has been cancelled pursuant to the provisions of Article 11 due to circumstances attributable to the responsibility of the Licensee, then the Licensee must return all accompanying materials including analysis data and copies thereof to the Licensor as well as immediately returning or destroying the Written Corpus and the Copies defined in Article 4 pursuant to the provisions of paragraph 1 of this Article.

Article 14. Court of Competent Jurisdiction
The Tokyo District Court shall have the exclusive jurisdiction to hear all litigation in connection with this Agreement at the first instance. This Agreement shall be governed by and construed in accordance with the laws of Japan.

Article 15. Consultation
The Licensor and the Licensee shall mutually discuss and endeavor to amicably resolve any matters not set forth in this Agreement as well as any doubts arising as to the interpretation of the provisions set forth herein in good faith.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, and to be duly signed and sealed, and each party shall keep one copy.

Date:

(The Licenser)
4-3-13 Toranomon, Minato-ku, Tokyo
2F Hulic Kamiyacho Bldg.
Director of the Inter-University Research Institute Corporation National Institute for the Humanities
(National Institute for Japanese Language and Linguistics)  Narifumi Tachimoto

(The Licensee)
Address:

Name:

(Seal/signature)